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SOLICITAT	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					EMS	PAGE					2 OF 12		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES					21. QUANTI	TY	22. UNIT	23. UNIT F	RICE	2/	. AMOUNT		
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32a. QUANTITY IN	COLUMN	21 HAS	BEEN											
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				32c. DATE				NAME AND TITLE OF AUTHORIZED GOVERNMENT						
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPR				EPRESENTATIVE	VE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRE							RES	SENTATIVE	
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33. SHIP NUMBER				35. AMOUNT VE CORRECT		36.	PAYMENT	E	PARTIAL	FINAL	37. CHE	CKN	NUMBER	
38. S/R ACCOUNT		39. S/	R VOUCHER	NUMBER	40. PAID BY									
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR P 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. I			FOR PAYMENT 41c. DATE	and the control of th										
				42b. RECEIVED AT (Location)										
2					42c. DAT	E REC'D (YY/MM/DD)	42d. T	OTAL CONT	AINERS				

Section SF 1449 - CONTINUATION SHEET

Page 4 of 12

ITEM NO 0001 SUPPLIES/SERVICES

QUANTITY 3,600 UNIT Dollars, U.S. UNIT PRICE \$1.00 AMOUNT \$3,600.00

LODGING FOR SOLDIERS

FFP

Contractor shall provide two (2) Hotel Rooms at a rate of \$75.00 per night (tax exempt) for Natick, MA Soldiers for the following dates:

4-8 Jun 2007

11-15 Jun 2007

18-22 Jun 2007

25-29 Jun 2007

9-13 Jul 2007

16-20 Jul 2007

4 nights per week (as identified above) over 6 weeks will be a total charge of \$3,600.00

Each hotel room will include access to an all-American breakfast (every morning), access to a workout facility (either at the hotel or Warren Sports), and dinner on Mon, Tues., and Wed. between the hours of 5:30pm - 8pm.

Check in for each room will be Monday morning and check out will be Friday morning.

Period of Performance: 4 Jun 2007 - 20 Jul 2007

Primary Performance Certifier: Bunty Jha SFAE-FCS-MI 586-321-7466

Alternate Performance Certifier: MAJ Sean Burke SFAE-FCS-MI 586-321-7466

CREDIT CARD PURCHASE - Submit invoice(s) and receipt(s) to pages@tacom.army.mil. Credit card information and authorization will be provided upon approval of the invoice by the Performance Certifier. The Performance Certifier is also responsible for certifying all invoice(s) under this order.

Contractor shall put tax ID number on invoices to expedite payment.

FOB: Destination

PURCHASE REQUEST NUMBER: SFAEFCS1307

NET AMT

\$3,600.00

ACRN AA

CIN: SFAEFCS13070001

\$3,600.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001

INSPECT AT

N/A

INSPECT BY N/A

ACCEPT AT

ACCEPT BY Government

N/A

DELIVERY INFORMATION

CLIN DELIVERY DATE

20-JUL-2007

QUANTITY

SHIP TO ADDRESS

UIC

0001

POP 04-JUN-2007 TO

N/A

U.S. ARMY TACOM-LCMC

W56HZV

SEE SCHEDULE

SEE SCHEDULE FOR DELIVERY

INFORMATION

WARREN MI 48397-5000

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 2172040000075R5R25654645F6100255Y7GF554000000BU725507BU0000S20113

AMOUNT: \$3,600.00

CIN SFAEFCS13070001: \$3,600.00

CLAUSES INCORPORATED BY REFERENCE

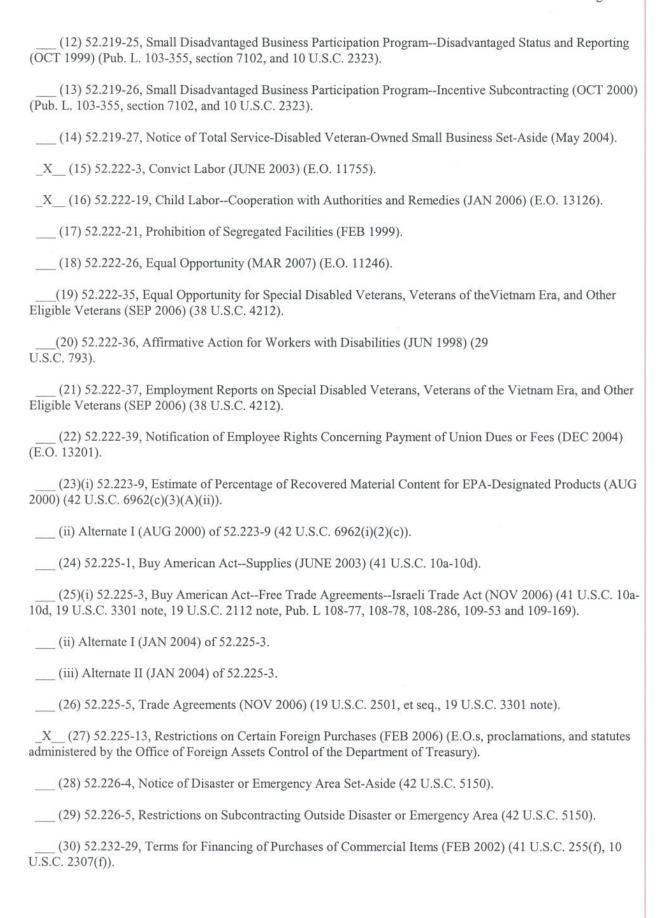
52.212-1	Instructions to OfferorsCommercial Items	SEP 2006
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2007
52.247-34	F.O.B. Destination	NOV 1991
52.252-2	Clauses Incorporated By Reference	FEB 1998

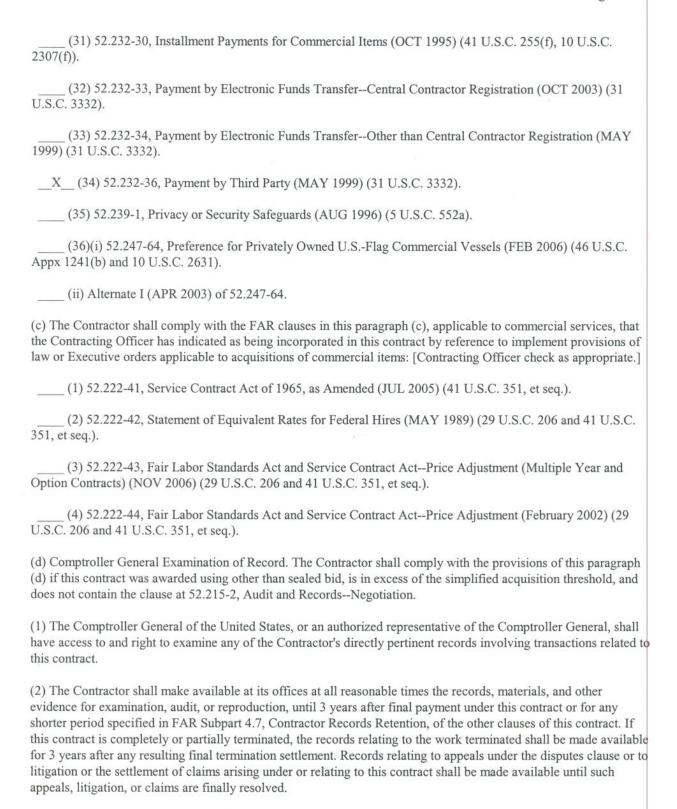
CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

acquisitions of commercial items: (Contracting Officer check as appropriate.)
(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995 (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.





(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.232-4000

CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve additions or changes in any of the requirements under any contract, reuslting from this solicitation, notwithstanding any provisions contained elsewhere in this contract, the said authrotiy remains solely in the Contracting Officer. In the event that the contractor effects any change at the direction of any person toher than the Contracting Officer, such change shall be solely at the risk of the contractor. (See General Provision, entitled: "Notification of Changes," FAR 52.243-7 or paragraph (c) of FAR 52.212-4).

52.232-4004 PROMPT PAYMENT (INVOICES)

(JUNE 2000)

1. In accordance with the Prompt Payment Clause (FAR 52.232.25), this guidance is provided for the submission of invoices.

- 2. An invoice is the Contractor's bill or written request for payment under the order for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the order.
- 3. Submit your invoice, preferably by email or through other electronic means, to EITHER:

CONTRACTINVOICE@tacom.army.mil OR

__X__ the administrator at the address on the face page of this contract pages@tacom.army.mil.

(If none of these is checked, send it to the first address: CONTRACTINVOICE@tacom.army.mil)

- 4. A proper invoice must include the following items:
 - (a) Name and address of the Contractor
 - (b) Invoice date
 - (c) Order number or other authorization for supplies delivered or services performed (including order number and contract line item number CLIN)
 - (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipment on Government bills of lading
 - (f) Name and address of Contractor to whom payment is to be sent (must be as specified in the order or in proper notice of assignment)
 - (g) Tax payer ID number.
 - (h) Any other information or documentation required by other requirements of the order (such as evidence of shipment)

NOTE: ALL INVOICES FAILING TO PROVIDE THE REQUIRED INFORMATION WILL BE RETURNED UNPAID.

- 5. Interest penalties to be paid by the Government if payment is not made within the applicable time limits specified by the Prompt Payment Act, are subject to the following conditions:
 - (a) A proper invoice was received by the designated billing office
 - (b) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any term or condition.
 - (c) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(end of clause)

Marking of Shipment

All packages must be marked with the contents and TACOM Contract/Order Number.
Failure to properly mark all shipments may result in delayed payment and possible rejection of invoices and/or shipments.

252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	
EXECUTIVE	ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 20	007

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
(1) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
(2) 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoI Contracts) (APR 1996) (15 U.S.C. 637).
(3) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
(4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.C 10582).
(5) 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).
(6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
(7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
(8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
(9) 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
(10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
(11) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
(12)(i) 252.225-7036, Buy American ActFree Trade AgreementsBalance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
(ii) Alternate I (OCT 2006) of 252.225-7036.

